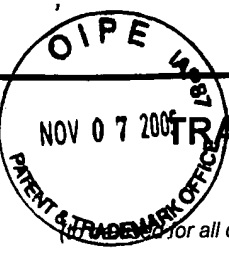


IFW

 <p><b>TRANSMITTAL FORM</b>  <small>Use this form for all correspondence after initial filing)</small></p>	Application Number	<b>10/684,058</b>	
	Filing Date	<b>October 10, 2003</b>	
	First Named Inventor	<b>Zebunnissa Ramtoola</b>	
	Art Unit	<b>1615</b>	
	Examiner Name	<b>Humera N. Sheikh</b>	
Mail Stop	<b>Commissioner for Patents</b>	Attorney Docket Number	<b>3100-0009</b>

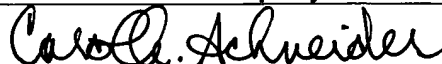
**ENCLOSURES (Check all that apply)**

<input checked="" type="checkbox"/> No fee due <input type="checkbox"/> Fee Transmittal <input type="checkbox"/> Fee(s) due: \$ _____ <input type="checkbox"/> Check enclosed <input type="checkbox"/> Charge Deposit Account No. 18-0580 <input type="checkbox"/> 37 CFR § 1.16 <input type="checkbox"/> 37 CFR § 1.17 <input checked="" type="checkbox"/> Charge any underpayment or credit any overpayment to Deposit Account No. 18-0580 <input checked="" type="checkbox"/> Return postcard <input type="checkbox"/> Amendment/Response <input type="checkbox"/> After Final <input type="checkbox"/> Affidavits/declaration(s) - ___ Affidavits/declaration(s) <input type="checkbox"/> ___-Month Extension of Time	<input type="checkbox"/> Terminal Disclaimer <input type="checkbox"/> Information Disclosure Statement & PTO-1449 Form(s) <input type="checkbox"/> Cited reference copy(ies) <input type="checkbox"/> Response to Missing Parts / Incomplete Application <input type="checkbox"/> Declaration(s) by Inventor(s) <input type="checkbox"/> Preliminary Amendment <input type="checkbox"/> Updated Application Data Sheet <input type="checkbox"/> Drawing(s) - ___ Sheets <input type="checkbox"/> Compact Disk(s) - ___ CD(s) <input type="checkbox"/> Petition <input checked="" type="checkbox"/> Power of Attorney & Correspondence Address Indication Form	<input type="checkbox"/> Revocation of & New Power of Attorney, Address Indication Form <input type="checkbox"/> Request for Refund <input type="checkbox"/> After Allowance Communication to a Technology Center (TC) <input type="checkbox"/> Appeal Communication to Board of Appeals and Interferences <input type="checkbox"/> Appeal Communication to TC (Appeal Notice, Brief, Reply Brief) <input checked="" type="checkbox"/> Other Enclosure(s) (see remarks):  <p>Claim Count</p> <table> <tr> <td>Total Claims</td> <td><div style="border: 1px solid black; width: 40px; height: 20px;"></div></td> <td>- 20 =</td> <td><div style="border: 1px solid black; width: 40px; height: 20px;"></div></td> <td><div style="border: 1px solid black; width: 40px; height: 20px;"></div></td> </tr> <tr> <td>Independent Claims</td> <td><div style="border: 1px solid black; width: 40px; height: 20px;"></div></td> <td>- 3 =</td> <td><div style="border: 1px solid black; width: 40px; height: 20px;"></div></td> <td><div style="border: 1px solid black; width: 40px; height: 20px;"></div></td> </tr> </table>	Total Claims	<div style="border: 1px solid black; width: 40px; height: 20px;"></div>	- 20 =	<div style="border: 1px solid black; width: 40px; height: 20px;"></div>	<div style="border: 1px solid black; width: 40px; height: 20px;"></div>	Independent Claims	<div style="border: 1px solid black; width: 40px; height: 20px;"></div>	- 3 =	<div style="border: 1px solid black; width: 40px; height: 20px;"></div>	<div style="border: 1px solid black; width: 40px; height: 20px;"></div>
Total Claims	<div style="border: 1px solid black; width: 40px; height: 20px;"></div>	- 20 =	<div style="border: 1px solid black; width: 40px; height: 20px;"></div>	<div style="border: 1px solid black; width: 40px; height: 20px;"></div>								
Independent Claims	<div style="border: 1px solid black; width: 40px; height: 20px;"></div>	- 3 =	<div style="border: 1px solid black; width: 40px; height: 20px;"></div>	<div style="border: 1px solid black; width: 40px; height: 20px;"></div>								

**REMARKS**

- Certificate Under 37 C.F.R. 3.73(b)
- Copy of Assignment

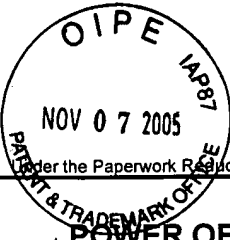
**SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT**

Firm or Individual Name (print/type)	<b>Carol A. Schneider, Ph.D., J.D., Reg. No. 34,923 Reed Intellectual Property Law Group</b>	Telephone	<b>(650) 251-7700</b>
Signature		Date	<b>November 3, 2005</b>

**CERTIFICATE OF MAILING**

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450 on the date shown below.

Name (print/type)	<b>Yesenia Garcia</b>		
Signature		Date	<b>November 3, 2005</b>



PTO/SB/81 (09-03)

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**POWER OF ATTORNEY  
and  
CORRESPONDENCE ADDRESS  
INDICATION FORM**

Application Number	10/684,058
Filing Date	October 10, 2003
First Named Inventor	Zebunnissa Ramtoola
Title	Gastro-Retentive Levodopa ....
Art Unit	1615
Examiner Name	Humera N. Sheikh
Attorney Docket Number	3100-0009

I hereby appoint:



Practitioners associated with the Customer Number:

23980

OR



Practitioner(s) named below:

Name	Registration Number

as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

Please recognize or change the correspondence address for the above-identified application to:



The address associated with the above-mentioned Customer Number:

OR



The address associated with Customer Number:

OR

Firm or  
Individual Name

Address

Reed Intellectual Property Law Group

Address

1400 Page Mill Road

City

Palo Alto

State

CA

Zip

94304-1124

Country

USA

Telephone

(650) 251-7700

Fax

(650) 251-7739

I am the:



Applicant/Inventor.

Assignee of record of the entire interest. See 37 CFR 3.71.  
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)**SIGNATURE of Applicant or Assignee of Record**

Name

*Bret Berger*

Signature

*[Signature]*

Date

10-31-05

Telephone

650-962-5900

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below\*.



\*Total of \_\_\_\_\_ forms are submitted.

This collection of information is required by 37 CFR 1.31 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



## CERTIFICATE UNDER 37 C.F.R. §3.73(b)

## TO THE COMMISSIONER FOR PATENTS

In re application of: Zebunnissa Ramtoola et al.  
Serial No.: 10/684,058  
Filed: October 10, 2003  
For: GASTRO-RETENTIVE LEVODOPA DELIVERY FORM

Depomed Development Ltd., a Bermuda corporation, certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of either

A. ☒ An assignment from the inventors of the patent application identified above, a copy of which is attached.

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are true; and further that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under 18 U.S.C. §1001, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Assignee

10-21-05  
Date

  
Name:

Title:

VP Product Development

**ASSIGNMENT  
(Joint)**

**RAMTOOLA, Zebunnissa**, residing at **162 Upper Drumcondra Road, Dublin 9, Ireland**;

**CUMMING, Kenneth I.** residing at **40 Spring Grove, Loughton, Essex IG10 4QD, United Kingdom**; and

**MARTIN, Mary L.** residing at **19 Kimmage Road West, Terenure, Dublin 12, Ireland**

(each referred to as "Assignor") have made an invention(s) (the "Invention(s)") set forth in an application for patent of the United States, entitled **GASTRO-RETENTIVE LEVODOPA DELIVERY FORM**, and which is a:

- (1) ☐ provisional application
  - (a) ☐ to be filed herewith; or
  - (b) ☐ bearing Application No. , and filed on ; or
- (2) ☒ non-provisional application
  - (a) ☐ to be filed herewith; or
  - (b) ☒ bearing Application No. 10/684,058, and filed on October 10, 2003.

**WHEREAS**, DepoMed Development, Ltd., a corporation duly organized under and pursuant to the laws of Bermuda, and having its principal place of business at Clarendon House, 2 Church Street, Hamilton, Bermuda (the "Assignee"), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application for patent identified in paragraph (1) or (2); the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to these application(s); any provisional or other right to recover damages, including royalties, for prior infringements of these applications; and any patent(s) of the United States or other countries that may be granted therefor or thereon.

**NOW, THEREFORE**, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor's entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;

(d) any application(s) for patent of the United States or other countries claiming the Invention(s);

(e) any application(s) for patent of the United States or other countries claiming priority to the application for patent identified in paragraph (1) or (2) or any application(s) for patent claiming the Invention(s), including any division(s), continuation(s), and continuation(s)-in-part; and

(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY GODWARD L.L.P. to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application identified in paragraph (1) or (2) when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: \_\_\_\_\_

By: \_\_\_\_\_

**RAMTOOLA, Zebunnissa**

Date: 31 JAN 2004

By: K. Iain Cumming  
CUMMING, Kenneth I.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
MARTIN, Mary L.

**ASSIGNMENT  
(Joint)**

**RAMTOOLA, Zebunnissa**, residing at 162 Upper Drumcondra Road, Dublin 9, Ireland;

**CUMMING, Kenneth I.** residing at 40 Spring Grove, Loughton, Essex IG10 4QD, United Kingdom; and

**MARTIN, Mary L.** residing at 19 Kimmage Road West, Terenure, Dublin 12, Ireland

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- (1) ☐ provisional application
  - (a) ☐ to be filed herewith; or
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- (2) ☒ non-provisional application
  - (a) ☐ to be filed herewith; or
  - (b) ☒ bearing Application No. 10/684,058, and filed on October 10, 2003.

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- (a) the Invention(s);
- (b) the application for patent identified in paragraph (1) or (2);
- (c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Paris Convention for the Protection of Industrial Property and under the Patent Cooperation Treaty;

(d) any application(s) for patent of the United States or other countries claiming the Invention(s);

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(f) any provisional or other right to recover damages, including royalties, for prior infringements of any application for patent identified in the preceding paragraphs (b)-(e); and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b) – (e), including any reissue(s) and extension(s) of said patent(s).

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The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said applications, and said patents, including interference proceedings, without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

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Date: \_\_\_\_\_

By: \_\_\_\_\_

**RAMTOOLA, Zebunnissa**



Date: \_\_\_\_\_

By: \_\_\_\_\_  
CUMMING, Kenneth I.

Date: 02.07.04  
July 2nd 2004

By: Mary Martin  
MARTIN, Mary L.